

EXHIBIT G

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

BABCOCK BORSIG POWER GmbH,

Plaintiff,

v.

BABCOCK POWER, INC.,

Defendant,

BABCOCK POWER, INC.,

Third-Party Plaintiff,

v.

BABCOCK BORSIG, AG

Third-Party Defendant.

CIVIL ACTION
NO. 04-10825 (RWZ)

NOTICE OF TAKING VIDEO DEPOSITION

TO: Kenneth M. Bello, Esq.
Bello Black & Welsh LLP
535 Boylston Street Suite 1102
Boston, MA 02116

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, defendant and third-party plaintiff Babcock Power, Inc., by its counsel, will take the deposition upon video-recorded oral examination of a representative of third-party defendant Babcock Borsig AG. The deposition will take place on Wednesday, July 6, 2005, at the offices of Babcock Borsig AG in Oberhausen, Germany, or on some other date, or at some other

location, as may be mutually agreed upon at the Status Conference with the Court scheduled for June 30, 2005.

Babcock Borsig AG is requested and required pursuant to Rule 30(b)(6) to designate and make available to testify on its behalf at said deposition the person or persons most knowledgeable about the subject matters set forth on the attached Schedule A.

The deposition will take place before a Notary Public in and for the Commonwealth of Massachusetts, or before some other officer authorized by law to administer oaths. You are invited to attend and examine the witness.

BABCOCK POWER, INC.,

By their attorneys,

A handwritten signature in black ink, appearing to read "Steven J. Comen", is written over a horizontal line.

Steven J. Comen (BBO #093320)
James O. Fleckner (BBO #641494)
GOODWIN PROCTER LLP
Exchange Place
Boston, MA 02109-2881
(617) 570-1000

Dated: June 13, 2005

CERTIFICATE OF SERVICE

I, James O. Fleckner, hereby certify that on this 13th day of June, 2005, I caused a true copy of the foregoing document to be served upon the attorney of record for each other party by hand-delivery upon:

Kenneth M. Bello, Esq.
Bello Black & Welsh LLP
535 Boylston Street Suite 1102
Boston, MA 02116

James O. Fleckner / PFS
James O. Fleckner

LIBA/1549295.1

INSTRUCTIONS AND DEFINITIONS

1. In accordance with Fed. R. Civ. P. 30(b)(6), Babcock Borsig AG shall designate an officer, director, managing agent or other person who consent to testify on its behalf concerning the matters described below in Schedule A.

2. The term "concerning" shall be construed broadly and shall include, but not be limited to, the following meanings: containing, recording, discussing, mentioning, noting, evidencing, referencing, constituting, memorializing, analyzing, describing, commenting upon, pertaining to and/or referring to the matters set forth.

3. The term "document" shall be interpreted broadly and shall include, but not be limited to, any writing, any matter or tangible thing containing a recording, handwriting, typewriting, printing, photograph or any other means of recording upon any tangible thing, videotapes, audio tapes, computer tapes or disks, electronically stored data, electronic mail, electronically-stored records or other computer files or records including without limitation deleted but recoverable data, computer printouts, any form of communication, including, without limitation, letters or other correspondence, words, pictures, notes, memoranda, contracts, agreements, reports, studies, summaries, records, transcripts, checks, checkbooks, check stubs, bank statements, deposit slips, journals, ledgers, worksheets, bills, invoices, minutes, minute books, agenda, bulletins, notices, announcements, instructions, charts, tables, manuals, brochures, pamphlets, lists, books, diaries, registers, appointment books, conferences or discussions of any kind, tax returns, or papers similar to any of the foregoing whether in draft or final form, however produced or reproduced, and whether sent or received or neither, including all copies thereof which are different in any way from the original.

4. "ATB Austria Antriebstechnik" shall mean ATB Austria Antriebstechnik AG and any Related Entity.

5. "Austrian Energy & Environment" shall mean Austrian Energy & Environment AG and any Related Entity.

6. "BBP" shall mean Babcock Borsig Power GmbH and any Related Entity.

7. "BBX" shall mean Babcock Borsig AG and any Related Entity.

8. "Babcock Borsig Entities" shall mean BBX and BBP, and any Related Entity, either individually or collectively.

9. "Babcock Power, Inc." shall mean Babcock Power, Inc., and any Related Entity.

10. "Balcke-Dürr" shall mean Balcke-Dürr GmbH and any Related Entity.

11. "BBP Service Ratingen" shall mean BBP Service Ratingen GmbH and any Related Entity.

12. "BD Heat" shall mean BD Heat Recovery Division, Inc. and any Related Entity.

13. "BOREAS" shall mean BOREAS Gruppe of Dresden, Germany, and any Related Entity.

14. "Borsig Energy" shall mean Borsig Energy GmbH and any Related Entity.

15. "Caterpillar" shall mean Caterpillar, Inc. and any Related Entity.

16. "Deutsche Beteiligungs" shall mean Deutsche Beteiligungs AG and any Related Entity.

17. "FISIA Babcock" shall mean FISIA Babcock Environment GmbH and any Related Entity.

18. "GEA Ecoflex" shall mean GEA Ecoflex GmbH and any Related Entity.

19. "HDW" shall mean Howaldtswerke-Deutsche Werft AG and any Related Entity.

20. "Hitachi" shall mean Babcock-Hitachi K.K. and any Related Entity.

21. The term "Intellectual Property" shall mean patents, patent applications, inventions, trade secrets, trademark registrations, trademark registration applications, copyrights, trade names, trade dress, copyrights, know-how, and licenses to any of the foregoing.

22. "Meade Corporation" shall mean The Meade Corporation and any Related Entity.

23. "Mitsui" shall mean Mitsui Babcock Ltd. and any Related Entity.

24. The term "Non-Competition Agreement" shall mean the Non-Competition Agreement between Babcock Borsig Power GmbH and Babcock Power, dated November 29, 2002.

25. The term "Promissory Notes" shall mean the two promissory notes dated November 29, 2002, in the amounts of \$1.9 million and \$5.0 million, signed by Babcock Power, Inc.

26. The term "Purchase Agreement" shall mean the Stock Purchase Agreement between Babcock Borsig Power GmbH and Babcock Power, dated November 13, 2002 and amended November 29, 2002.

27. The term "Related Entity," when used in reference to any corporation named herein, shall mean any parent, subsidiary, affiliate, predecessor, successor, assign or "rescue company" of such corporation, and shall include all of the successors and assigns of such corporation's present or future parents, subsidiaries and affiliates.

28. "One Equity Partners" shall mean One Equity Partners LLC and any Related Entity.

29. "SPX" shall mean SPX Corporation and any Related Entity, excluding Balcke-Dürr.

30. "Steinmüller" shall mean Steinmüller Engineering Services (Pty) Limited and any Related Entity.

31. In construing these definitions and instructions and the topics delineated in Schedule A, (i) the singular shall include the plural and the plural shall include the singular; (ii) the conjunctions "and" and "or" shall be read either disjunctively or conjunctively so as to bring within the scope of this request all information that might otherwise be construed to be outside its scope; and (iii) the word "any" shall be read to mean each and every.

SCHEDULE A – AREAS OF INQUIRY

Babcock Power, Inc., will take the deposition upon oral examination of the representative of Babcock Borsig AG who is most knowledgeable about the corporate structure and organization of the Babcock Borsig Entities and the location or locations of the following:

1. Organizational charts showing the relationships between or amongst the Babcock Borsig Entities.
2. Documents concerning corporate meetings of any or all of the Babcock Borsig Entities.
3. Documents concerning the negotiation, execution, and interpretation of the Purchase Agreement.
4. Documents concerning the negotiation, execution, and interpretation of the Non-Competition Agreement.
5. Documents concerning the negotiation, execution, and interpretation of the Promissory Notes, including, but not limited to, documents concerning the collection of amounts owed by Babcock Power, Inc. under the Promissory Notes.
6. Documents concerning any sales of stock or assets (tangible or intangible) by any of the Babcock Borsig Entities to any other entity, including but not limited to:
 - a. ATB Austria Antriebstechnik;
 - b. Austrian Energy & Environment;
 - c. Balcke-Dürr;

- d. BD Heat Recovery;
- e. BOREAS;
- f. Borsig Energy;
- g. Caterpillar;
- h. Deutsche Beteiligungs;
- i. FISIA Babcock;
- j. GEA Ecoflex;
- k. HDW;
- l. Hitachi;
- m. Meade Corporation;
- n. Mitsui;
- o. One Equity Partners;
- p. SPX; and
- q. Steinmüller.

7. Documents concerning any non-competition agreements entered into as part of any sale of stock or assets by any of the Babcock Borsig Entities, and any efforts at enforcement thereof.

8. Documents concerning any Intellectual Property owned or possessed by the Babcock Borsig Entities within the last five years.

9. Employment, payroll, and personnel records of the Babcock Borsig Entities.

10. Documents concerning any active or ongoing litigation, and any litigation within the last ten years, involving any of the Babcock Borsig Entities.

11. Any document retention and destruction policies of the Babcock Borsig Entities.

12. Documents concerning any damages allegedly sustained by BBP or any of the Babcock Borsig Entities and relating to the claims asserted in BBP's First Amended Complaint.

13. The identity and location of any other person or persons in possession of knowledge and documents relating to any of the foregoing, including, but not limited to each person's name, title or former title, or a description of the person's association or former association with the Babcock Borsig Entities, and each person's current address or other contact information, if known.

EXHIBIT H

Steven J. Comen
617.570.1660
scomen@
goodwinprocter.com

Goodwin Procter LLP
Counsellors at Law
Exchange Place
Boston, MA 02109
T: 617.570.1000
F: 617.523.1231

July 6, 2005

By Facsimile (617.247.4125) and First Class Mail

John F. Welsh, Esq.
Bello Black & Welsh LLP
535 Boylston Street
Suite 1102
Boston, MA 02116

Re: **Babcock Borsig Power GmbH v. Babcock Power, Inc.**
Civil Action No. 04-10825 RWZ

Dear John:

Thank you for confirming that the 30(b)(6) deposition of Babcock Borsig, AG ("BBX") will take place in Germany on July 28. I will await word from you as to the location and time you would like to start, and remain flexible as to having the deposition occur over the two day period from July 28 to the 29th, pending availability of Dr. Kraenzlin.

To accommodate your concerns about the scope of the deposition, I propose the following limitation of the Areas of Inquiry contained in the June 13 notice:

- We will withdraw completely Area of Inquiry No. 10.
- We will withdraw Area of Inquiry No. 9 with the understanding that due to his present position and background with BBX and some of its subsidiaries, Dr. Kraenzlin will be able to identify the names and locations of key witnesses. If he is not able to do so, we expect that we might need to ask for certain targeted employment records or other like discovery.
- We will limit the scope of Areas of Inquiry Nos. 1, 2, 6, 7, 8 and 11 in two ways.
 - First, we will apply a revised definition of "Related Entity," as incorporated into the term "Babcock Borsig Entities" in Areas of Inquiry Nos. 1, 2, 6, 7, 8 and 11, as follows:

The term "Related Entity," when used in reference to any corporation named herein, shall mean any parent, subsidiary, affiliate, predecessor,

John F. Welsh, Esq.
July 6, 2005
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successor, assign or "rescue company" of such corporation, and shall include all of the successors and assigns of such corporation's present or future parents, subsidiaries and affiliates, but only if such entity has engaged since January 1, 2000 in the following:

(i) within the customer market composed of fossil-fired and waste-to-energy power plants, all activities associated with the design, engineering, manufacture, fabrication, installation, servicing, maintenance or sale of new equipment or replacement parts for selective catalytic reduction and flue gas desulfurization equipment for the reduction of nitrous oxide or sulphur dioxide emissions; (ii) within the customer market composed of fossil-fired (including but not limited to combined cycle) or nuclear power plants, all activities associated with the provision of the design, engineering, manufacture, fabrication, installation, servicing, maintenance or sale of boiler components and pressure parts, power plant construction-related services, boiler rebuilds and retrofits, engineered replacement parts or field services; and (iii) within the customer market composed of fossil-fired (including but not limited to combined cycle) and nuclear power plants, all activities associated with the design, engineering, manufacture, fabrication, installation, servicing, maintenance or sale of condensers, feedwater heaters and moisture separator repeaters.

- Second, we will limit the time period of inquiry to the period from January 1, 2000 to the present for Areas of Inquiry Nos. 1, 2, 6, 7, 8 and 11. If it appears during the course of the deposition that information predating January 1, 2000 may be relevant, we reserve the right to ask questions about such period. But as you and I discussed, if Dr. Kraenzlin's honest answer to such question(s) is "I don't recall" or "I don't know," then I will not attempt to hold his lack of preparation against him as to such responses.

These accommodations apply solely to the 30(b)(6) deposition noticed on June 13. We reserve all rights to later seek discovery into those areas that previously were an Area of Inquiry but are being eliminated to facilitate this present process. I believe that these accommodations address all of the concerns you raised, but preserve our right to seek legitimate discovery tailored to the claims and defenses in this litigation. While you had asked for a list of "relevant identified Babcock entities" in Areas of Inquiry Nos. 1, 2, 6, 7 and 11, we are unable in advance of the deposition to craft such a list as we do not possess the necessary information. Nonetheless, to be as accommodating as we reasonably can be, we have used the functional definition above -- taken from the Noncompetition agreement itself -- to attempt to limit the entities that may be subject to inquiry.

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John F. Welsh, Esq.
July 6, 2005
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Additionally, as we discussed, we will schedule the 30(b)(6) deposition you noticed for a date no later than 10 days after we have all returned from Germany. Let us know your preference and I will confirm the date next week, when the deponent returns from vacation.

Finally, consistent with our conversation, this letter also serves as our written objection under Fed. R. Civ. P. 34(b) to your First Request to Defendant Babcock Power, Inc. for Production of Documents as being prematurely served in contravention of the agreed upon discovery ordering contained in the Joint Proposed Discovery Plan, which contemplates that we first proceed with these 30(b)(6) depositions. Notwithstanding this formal objection necessary under the Rules, be advised that we have begun the process of collecting the documents that are called for in your document requests and plan nonetheless to produce them in a timely fashion, with the expectation that should you provide documents in advance of your deposition as you have represented you will, we will do the same.

I look forward to working together as adversaries who avoid being adversarial.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve", with a stylized flourish extending from the end.

Steven J. Comen

EXHIBIT I

GEORG-PETER KRAENZLIN - JULY 28, 2005

1

1 UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF MASSACHUSETTS
3
4 BABCOCK BORSIG POWER GmbH, *
5 Plaintiff, *
6 vs. * CA No. 04 CV 10825-RWZ
7 BABCOCK POWER, INC., *
8 Defendant. *
9

10 ORAL DEPOSITION OF DR. GEORG-PETER
11 KRAENZLIN, produced as a witness at the instance of
12 the Defendant, taken in the above-styled cause on
13 the 28th day of July, 2005, from 10:06 a.m. to 3:19
14 p.m., before Candice F. Flowers, a Certified
15 Shorthand Reporter, at the offices of Babcock Borsig
16 AG i.I., Duisburger Strasse 375, in the City of
17 Oberhausen, Country of Germany, pursuant to the
18 agreements as stated on the record and/or the
19 Federal Rules of Civil Procedure.

COPY

20
21
22 Reported By:
23 Candice F. Flowers, CSR
24 European Reporting Service
25 Meesmannstr. 52
58456 Witten, Germany
Tel/Fax: (011) 49 2302 277485
www.EuropeanReportingService.com

GEORG-PETER KRAENZLIN - JULY 28, 2005

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1 Q Just read the names slowly to the
2 reporter. Perhaps I can help you. If you look at
3 page 2 of the noncompetition agreement...

4 MR. WELSH: So third page of the
5 exhibit?

6 MR. COMEN: Yes.

7 Q (By Mr. Comen) Can you now look at the
8 chart, Exhibit 5, and describe what affiliates were
9 involved with the business as described on page 2 of
10 the noncompetition agreement?

11 MR. WELSH: Environmental, services,
12 and heat exchanger.

13 MR. COMEN: Well --

14 MR. WELSH: I'm summarizing the
15 paragraph.

16 MR. COMEN: And I think it goes
17 beyond that.

18 A I will not be in a position to identify
19 each and every company which might have a business
20 area related to these three business segments here:
21 Environmental, service, and heat exchanger. The
22 scope is, by far, too big. And I'm a latecomer to
23 that organization, so I don't know by myself without
24 looking at the company's register, and particularly
25 there where the objectives of the specific

GEORG-PETER KRAENZLIN - JULY 28, 2005

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1 company -- or what the objectives of the specific
2 companies are, what their scope is. But, of course,
3 there are certain companies which are in these
4 businesses active, yes.

5 Q Which ones are those?

6 A Is it my copy? May I keep it?

7 MR. WELSH: Do you want him to mark
8 on it or do you want to keep it clean?

9 Q (By Mr. Comen) Perhaps I will give you a
10 pencil. Why don't you mark in pencil.

11 A Babcock Borsig Espana, for example.

12 Q Babcock Borsig which?

13 A Espana, as I said.

14 Q Okay.

15 A In Spain. That's power-related,
16 environmental-related. This is the group of company
17 Hudson bought.

18 Q When you say "this," you have to be more
19 descriptive. You can either put Xs next to them.
20 Since you have the only copy, it's hard for us to --
21 so you are circling those companies.

22 A Right, and this was sold to Hudson.

23 NEM B.V. in the Netherlands. BBP
24 Environment. Austrian Energy, but we had no control
25 over this group because this went bankrupt by itself

GEORG-PETER KRAENZLIN - JULY 28, 2005

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1 on a different receivership. Babcock
2 Kraftwerkstechnik with specific companies beneath
3 it. BBP Service GmbH with specific companies below
4 it.

5 Q Well, I'm -- the chart is upside down as I
6 look at it. So are you saying everything below
7 what's the entity at the top of what you were just
8 pointing to?

9 A This one?

10 Q Yes.

11 A BBP Service GmbH.

12 Q All right. And so all the entities below
13 that would be encompassed?

14 A No. As I said, specific companies.

15 Q Okay. Which ones? Are you putting a mark
16 next to the ones that --

17 A I don't know them.

18 Q Okay. But you know at least some of the
19 ones within that entity that you just described?

20 A But I cannot give you a comprehensive
21 markup of this chart of those companies which are
22 related to these three business segments, because
23 some of the companies I have no clue of.

24 This one, yes. This was actually sold
25 prior to the BBCC deal.

GEORG-PETER KRAENZLIN - JULY 28, 2005

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1 Q Which one are you referring to?

2 A The Abu Dhabi Workshops, which is a
3 conglomerate, per se. This one.

4 And if I mark a company here, this does
5 not mean that I mean all the companies below it,
6 because they have subsidiaries which are a different
7 business area which is not affiliated to the three
8 business segments in the noncompete agreement.

9 Power is also too broad of a definition
10 because BPI or BBCC never did any turbine business,
11 although turbine business is power-related. So it's
12 quite a broad scope, Power.

13 I think this exercise is pretty worthless
14 because it's incomplete --

15 Q Well, let me try to get back to Exhibit 4.
16 What I'm trying to do is establish which companies
17 are referred to by you in Exhibit 4 so that we can
18 focus on getting the documents of those companies.

19 So let me direct your attention to Exhibit
20 4. And as I understand Exhibit 4, you say that if
21 "Affiliates" is in the noncompetition agreement with
22 a capital A, it would subject Babcock Borsig AG and
23 its affiliates, small A, and subsidiaries to the
24 noncompete.

25 Now, which of Babcock Borsig AG and its

GEORG-PETER KRAENZLIN - JULY 28, 2005

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1 affiliates and subsidiaries are you referring to
2 that are shown on that chart?

3 A It's not referred to on that chart under
4 this name, because as you see here, a release date
5 is end of March 2002.

6 Q Right.

7 A At that time, Babcock Borsig AG was still
8 alive and not in insolvency.

9 Q Yes.

10 A So the Babcock Borsig Power Systems GmbH,
11 at that time, was called quite different.

12 Q When you say "at that time," which time?

13 A At that time.

14 Q Okay. You are pointing to the chart that
15 says March 31, 2002.

16 A At that time, Babcock Borsig Power System
17 was a pure shell company sitting here called
18 OFT Vermoegenverwaltung GmbH, spelled
19 V-E-R-M-O-E-G-E-N-V-E-R-W-A-L-T-U-N-G, GmbH.

20 Q Now, before we spend a lot more time on
21 this chart which is apparently outdated for our
22 purposes, referring to November 2002 and the
23 entities to which you were referring in Exhibit 4,
24 is there a chart similar to this Exhibit 5 that
25 would describe the entities to which you were

GEORG-PETER KRAENZLIN - JULY 28, 2005

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1 referring in Exhibit 4?

2 A I don't know, but after the insolvency, or
3 after filing for insolvency July 4, 2002, we have
4 sold already a bunch of companies which you can
5 partly see on this chart, but you won't see on a
6 chart, if it exists, per the end of November 2002.

7 Q So between -- if I understand you
8 correctly, you are saying that between July 4th,
9 2002 and November 2002, some of the entities on this
10 chart that's Exhibit 5 were sold.

11 A Correct.

12 Q And it's the remaining ones together with
13 the rescue company, Babcock Borsig Power Systems
14 GmbH and its subsidiaries, that you were referring
15 to in Exhibit 4?

16 A Correct.

17 Q And then as I understand it, we can use
18 this chart at least to identify some of the
19 companies? Or would it help if we --

20 A It's probably the best guess, so to say,
21 for your purposes, yes.

22 Q Okay. Then why don't you keep going. You
23 have my pencil. Why don't you mark the ones that
24 you were referring to in Exhibit 4.

25 A I can only repeat myself. This exercise

GEORG-PETER KRAENZLIN - JULY 28, 2005

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1 of marking companies will not be exclusive or cannot
2 be exclusive because I don't know each company by
3 their company's objective. So I can only give you
4 the best knowledge I have, implying that it might
5 not be exclusive.

6 Q Okay. The goal of all of this is that
7 if we were to request from you all of the documents
8 of the companies to which you were making reference
9 in Exhibit 4, how would you go about producing those
10 documents and identifying the companies for which
11 you would have to produce the documents?

12 It's a clumsy question, but I think you
13 understand what I meant. That's what we're
14 searching for.

15 A First of all, we have to do our best to
16 get a comprehensive list of all the companies, which
17 we don't have. Secondly, we would have to ask, for
18 each company, the latest version of the company's
19 register to get an excerpt from that institution
20 what the company's objectives are.

21 Q The "latest," do you mean the latest in
22 relation to November 2002?

23 A Yes, this would be an even bigger task
24 then.

25 Q Yes. Okay.